Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number: /

## Filing at a Glance

Company: Liberty Life Assurance Company of Boston

Product Name: Single Premium Deferred SERFF Tr Num: LLAC-126914232 State: Arkansas

Annuity (HL)

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47358

Variable Closed

Sub-TOI: A02I.003 Single Premium Co Tr Num: SPDA-2010090, -B1, - State Status: Approved-Closed

B5, -L1, -L5, E-2010091

Filing Type: Form Reviewer(s): Linda Bird

Authors: Andrew Baron, Margaret Disposition Date: 11/23/2010

Gallagher, Lindsey Boisvert

Date Submitted: 11/19/2010 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

## **General Information**

Project Name: Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: NH is a member of

the IIPRC and was included in that filing which

is pending review.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 11/23/2010 Explanation for Other Group Market Type:

State Status Changed: 11/23/2010 Created By: Margaret Gallagher

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Margaret Gallagher

Filing Description:

RE: SPDA-2010090 Single Premium Deferred Annuity Contract

SPDA-2010090-B1 Contract Information Page

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number:

SPDA-2010090-B5 Contract Information Page SPDA-2010090-L1 Contract Information Page SPDA-2010090-L5 Contract Information Page

E-2010091 Waiver of Return of Premium Guarantee Endorsement

The above referenced forms are being submitted for review and approval. These forms are new and will not replace any forms currently on file with the Department.

Form SPDA-2010090 is a single premium deferred annuity contract with first-year additional interest. The annual interest rate for the guaranteed interest rate duration is guaranteed for a period of time of one or five years, as selected on the application and as specified on the contract information pages. Additional interest is credited to this contract during the first policy year. The additional interest will also be determined based on product selection in the application.

There are four possible specification pages (referred to as Contract Information Pages): SPDA-2010090-B1, SPDA-2010090-B5, SPDA 2010090-L1 and SPDA 2010090-L5.

Forms SPDA-2010090-B1 and SPDA-2010090-L1 are to be used for guaranteed periods of one year. These specification pages are primarily differentiated by the amount of the additional interest.

Forms SPDA-2010090-B5 and SPDA-2010090-L5 are to be used for guaranteed periods of five years. These specification pages are primarily differentiated by the amount of the additional interest.

Form E-2010091 is a Waiver of Return of Premium Guarantee Endorsement that allows the policy owner to receive additional interest credited during the first policy year by waiving the Return of Premium provision in the contract.

These forms will be applied for using previously approved form APP-2010022. Also, any applicable approved forms are intended for use with the forms in this filing.

Two Statements of Variability supporting documents identify variable information for the forms being filed. Brackets are used on the forms to identify the variable material. These brackets will not appear on final production versions of the forms.

These forms will be marketed through agents licensed with Liberty Life Assurance Company of Boston or marketed directly to the consumer. This product is intended to be sold for general use in the general individual market.

## **Company and Contact**

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number:

**Filing Contact Information** 

Margaret Gallagher, Senior Product and Margaret.Gallagher@LibertyMutual.com

**Contract Analyst** 

100 Liberty Way 800-451-7065 [Phone] 36130 [Ext]

Dover, NH 03820 603-743-3162 [FAX]

**Filing Company Information** 

Liberty Life Assurance Company of Boston CoCode: 65315 State of Domicile: New Hampshire

100 Liberty WayGroup Code:Company Type:Dover, NH 03820Group Name:State ID Number:

(800) 451-7065 ext. [Phone] FEIN Number: 04-6076039

-----

## **Filing Fees**

Fee Required? Yes

Fee Amount: \$300.00

Retaliatory? No

Fee Explanation: There are 6 forms submitted for approval in this filing @\$50 each.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Liberty Life Assurance Company of Boston \$300.00 11/19/2010 42131185

 SERFF Tracking Number:
 LLAC-126914232
 State:
 Arkansas

 Filing Company:
 Liberty Life Assurance Company of Boston
 State Tracking Number:
 47358

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number:

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted	
Approved- Closed	Linda Bird	11/23/2010	11/23/2010	

SERFF Tracking Number: LLAC-126914232 State: Arkansas

Filing Company: Liberty Life Assurance Company of Boston State Tracking Number: 47358

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number: /

## **Disposition**

Disposition Date: 11/23/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 LLAC-126914232
 State:
 Arkansas

 Filing Company:
 Liberty Life Assurance Company of Boston
 State Tracking Number:
 47358

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number:

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Actuarial Memoranda		No
Supporting Document	Certifications		Yes
Supporting Document	Statements of Variability		Yes
Form	Single Premium Deferred Annuity		Yes
	Contract		
Form	Contract Information Page		Yes
Form	Contract Information Page		Yes
Form	Contract Information Page		Yes
Form	Contract Information Page		Yes
Form	Waiver of Return of Premium Guarantee		Yes
	Endorsement		

 SERFF Tracking Number:
 LLAC-126914232
 State:
 Arkansas

 Filing Company:
 Liberty Life Assurance Company of Boston
 State Tracking Number:
 47358

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number: /

## Form Schedule

Lead Form Number: SPDA-2010090

Schedule Item Status	Form Number	Form Type	e Form Name	Action	Action Specific Data	Readability	Attachment
	SPDA- 2010090	-	t Single Premium Deferred Annuity Contract	Initial		55.600	SPDA- 2010090 11- 18-2010.pdf
	SPDA- 2010090- B1	Schedule Pages	Contract Information Page	Initial		0.000	SPDA- 2010090-B1 Filing.pdf
	SPDA- 2010090- B5	Schedule Pages	Contract Information Page	Initial		0.000	SPDA- 2010090-B5 Filing.pdf
	SPDA- 2010090- L1	Schedule Pages	Contract Information Page	Initial		0.000	SPDA- 2010090-L1 Filing.pdf
	SPDA- 2010090- L5	Schedule Pages	Contract Information Page	Initial		0.000	SPDA- 2010090-L5 Filing.pdf
	E-2010091	•	n	Initial		53.100	E-2010091 Rev 05-11.pdf



# LIBERTY LIFE ASSURANCE COMPANY OF BOSTON A Member of the Liberty Mutual Group

Home office: 175 Berkeley Street, Boston, Massachusetts 02116

Service center: 100 Liberty Way, Dover, New Hampshire 03820-5808

For inquiries, call (800) 451-7065 or write our service center at the address above.

### PLEASE READ THIS CONTRACT CAREFULLY.

We will pay the benefits provided in this contract, subject to its terms and conditions.

We have issued this contract in consideration of the owner's application and the receipt of the single premium.

## Right to Return

If the owner is not satisfied, the owner may return this contract to us or our agent within 30 days of its receipt and any premium paid, including any fees or charges, will be refunded, minus any prior withdrawals and interest credited. After returning this contract, this contract is considered void from the beginning, and the parties will be in the same position as if this contract had not been issued.

This is a legal contract between the owner and Liberty Life Assurance Company of Boston, a stock company.

Signed for the Company.

SECRETARY

PRESIDENT

### **Contract Description**

Single Premium Deferred Annuity contract with first-year additional interest.

The annuity benefit begins on the annuity date.

A benefit is payable at death before the annuity date.

This contract is non-participating.

This contract contains a benefit for waiving withdrawal charges.

SPDA-2010090 Rev 05/11

Contract Guide	Page
Definitions	3
Benefits	4
Annuity Date	4
Premium	4
Owner, Annuitant, and Beneficiary	4
Death Benefits	6
Payment of Proceeds	7
Payment of Proceeds Options	7
Contract Values	8
Annuity Benefits	8
Contract Withdrawal	9
General Contract Provisions	11
Incontestability	12
Taxes	12
Reports	13

### **DEFINITIONS**

This is what we mean when we use the following words in this contract:

### **Annuitant**

The individual on whose life annuity payments are based.

### Contract

The same as policy.

## **Annuity Date**

The date annuity payments are scheduled to begin.

### **Contract Date**

The date this contract is issued and an owner's rights and benefits begin. The contract date is shown on the Contract Information page.

### **Insurance Producer**

An agent, sales representative or other authorized representative acting in the capacity of an agent on behalf of Liberty Life Assurance Company of Boston.

## Owner, You, Your

The owner or any joint owner of this contract, who may be someone other than the annuitant.

### **Proceeds**

All or part of the amount payable under any provision of this contract.

## **Written Request**

A notice in writing, satisfactory to us, placed on file at our service center.

### We, our, us, the Company

Liberty Life Assurance Company of Boston

## BENEFITS Types of Benefits

This contract provides for:

- a withdrawal benefit;
- a death benefit; and
- the payment of an annuity benefit beginning on the annuity date.

### **ANNUITY DATE**

## **Annuity Date**

The annuity date is the date shown on the Contract Information page.

Subject to our approval, the owner may change the annuity date by making a written request at least 60 days before the annuity date. The annuity date must be no later than the first day of the calendar month after the anniversary following the 95<sup>th</sup> birthday of the annuitant identified on the Contract Information page, unless otherwise agreed to by us.

If the annuity date is changed, all statements in this contract about the annuity date will refer to the new annuity date.

### **PREMIUM**

## Single Premium

The single premium is shown on the Contract Information page and is payable on or before delivery of the contract. The premium is payable at our Service Center or delivered to an authorized insurance producer. We will give the owner a receipt upon request.

## **Return of Premium Guarantee**

The amount payable in the event of a full withdrawal will never be less than the total of all premiums paid less any prior withdrawals, and less any premium tax.

The minimum single premium is shown on the Contract Information Page.

## OWNER, ANNUITANT, AND BENEFICIARY

#### Owner

An owner is as named in the application on the contract date, and may be changed by written request. Any new owner must satisfy our issue age requirements, as shown on the Contract Information page.

Joint ownership is not permitted if the owner is a non-natural owner, or if the Contract Information page states that this contract is an Individual Retirement Annuity (IRA) plan or other qualified plan. Joint owners own the contract equally with right of survivorship.

If any owner dies before the annuity date while this contract is in force, the beneficiary(ies) will control the contract after such a death, and the entire remaining interest in the contract must be distributed in the manner described in the Death Benefits provision.

If any owner dies on or after the annuity date while this contract is in force, the beneficiary(ies) will receive the entire remaining interest in the contract in the manner described in the Death Benefits provision.

### **Annuitant**

The annuitant is the individual on whose life annuity payments will be based. The annuitant is as named in the application on the contract date.

If the annuitant dies before the annuity date while this contract is in force, the owner will become the new annuitant, unless otherwise specified. If the owner and annuitant are the same, the beneficiary(ies) will receive the death benefit as described in the Death Benefit provision.

If the owner is a non-natural owner, the death or change of the annuitant will be treated as the death of the owner.

If the annuitant is not the owner and dies on or after the annuity date while this contract is in force, the beneficiary(ies) will receive the remaining guaranteed benefit and be paid as scheduled or as otherwise agreed.

### **Beneficiary**

The primary beneficiary will be the beneficiary. If there are joint owners and one owner dies, the surviving joint owner will be the primary beneficiary. If there are no joint owners, the primary beneficiary is the beneficiary named in the application on the contract date, and may be changed by written request. If there is more than one primary beneficiary and an owner does not state otherwise: all surviving primary beneficiaries will share the benefit equally; and if there is only one surviving primary beneficiary, that person will receive the entire benefit. If no primary beneficiary is alive, the contingent beneficiary will be the beneficiary. If there is more than one contingent beneficiary, the rules stated above for multiple primary beneficiaries will apply.

### **Change of Ownership, Beneficiary or Annuitant**

The owner, beneficiary and annuitant are as named in the application, unless otherwise changed. The current owner may change an owner, beneficiary, or annuitant by written request. Any new owner must meet our issue age requirements, subject to our approval. If the owner is a non-natural owner, the annuitant can only be changed after withdrawal charges are no longer applicable. These changes can only be made prior to the annuity date and will take effect as of the date the request is signed by the owner. We will acknowledge receipt in writing. The changes will be subject to any assignment, and to any payment made or action taken by us before receipt.

## DEATH BENEFITS

## **Death of Owner or Joint Owner Before Annuity Date**

If the owner or any joint owner dies before the annuity date, the beneficiary may terminate this contract by receiving the full account value. If the beneficiary(ies) does not elect to receive the full account value, the contract will remain in force for the time period specified below.

If any owner dies before the annuity date, the entire interest in the contract generally must be distributed within five years following the death of the owner or joint owner if the beneficiary is not the surviving spouse. During this period, the beneficiary may exercise all ownership rights and may terminate this contract by receiving the full account value. If this contract is still in force at the end of the five-year period, we will terminate the contract by paying the account value to the beneficiary. If the beneficiary and any contingent beneficiaries are not then alive, we will pay any person(s) named by the beneficiary in a written request; otherwise the beneficiary's estate.

Alternatively, the beneficiary may receive the entire interest in the contract in the form of annuity payments by choosing a Payment of Proceeds option by written request. Payments made under that option:

- must be made over the life of the beneficiary or over a period not exceeding that person's life expectancy;
- must start within one year after the date of death;
- must be made at least annually; and
- if the option provides for payments to continue after the death of the beneficiary, these payments cannot be changed by the successor beneficiary.

If the decedent's surviving spouse is the sole beneficiary, the surviving spouse continues the contract as the sole owner, and the death of the surviving spouse will be treated as the death of the owner. This is permitted one time only.

If no election of the method of distribution is made by the beneficiary(ies), we will provide a lump-sum settlement five years following the date of death.

### Death of Owner or Joint Owner on or After Annuity Date

If any owner dies on or after the annuity date, any remaining payments will continue at least as rapidly as under the distribution method being used at the date of death.

### Interest on Death Benefit

We will add interest from the date of death to the date of payment at the same rate provided in the Minimum Annual Interest Rate for Payment of Proceeds.

## PAYMENT OF PROCEEDS

## **Payment**

The proceeds of this contract will be subject first to the interest of an assignee. We will pay any remaining proceeds to:

- the owner in the event of a withdrawal before the annuity date;
- the beneficiary(ies) in the event of the owner's death before the annuity date;
- the owner after the annuity date; or
- the beneficiary(ies) in the event of the annuitant's death after the annuity date.

Unless a Payment of Proceeds option is elected, the proceeds will be paid in one lump sum. Unless otherwise provided, payment will be made in equal shares to those beneficiaries entitled to receive the proceeds.

## **Proof Before Payment**

Payment to the beneficiary(ies) will be made only if we receive proof, satisfactory to us, of the death of the owner before the annuity date, or of the death of the annuity on or after the annuity date. We also have the right to require proof:

- of the correct age of the annuitant before making the first annuity payment; and
- that the annuitant is living on the date each annuity payment is payable.

# PAYMENT OF PROCEEDS OPTIONS

## **Payment of Proceeds Options**

The proceeds may be applied under one of the following options. An option must be selected by written request. The owner may select an option during the owner's lifetime. If the owner has not selected an option before the owner's death, the beneficiary may choose one, subject to the Death Benefits provision and the requirements of Section 72(s) of the Internal Revenue Code. We will not permit withdrawals after a Life Income or Fixed Period option is selected.

- 1. **Interest:** We will pay interest monthly on proceeds left on deposit with us. We will declare the interest rate each year. It will never be less than the Minimum Annual Interest Rate for Payment of Proceeds shown on the Contract Information page.
- 2. **Fixed Period:** We will pay equal monthly installments for not more than 25 years. The minimum amount of each installment may be determined from the Fixed Period Table shown on the Contract Information page. This table is based on the Minimum Annual Interest Rate for Payment of Proceeds shown on the Contract Information page.
- 3. **Life Income:** We will pay equal monthly installments for the lifetime of the annuitant with or without a guaranteed period. The minimum amount of each installment may be determined from the Life Income Table. This table is based on the Annuity 2000 Mortality Table and on the Minimum Annual Interest Rate for Payment of Proceeds shown on the Contract Information page. The guaranteed period selected may be: (1) 10 years; (2) 15 years; or (3) 20 years.
- 4. **Other Payment:** We will pay the proceeds in any other manner that may be mutually agreed upon.

The annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the surrender value to purchase a single premium immediate annuity contract at purchase rates offered by us at the time to the same class of annuitants, if such product is available at the time that payment of proceeds option is exercised.

## **Availability**

No option may be selected unless the amount to be applied will provide a monthly installment payment of at least \$20. Unless we consent, these options will not be available if the beneficiary is an assignee, administrator, executor, trustee, association, partnership, or corporation.

## CONTRACT VALUES

### **Determination of Account Value**

The account value equals:

- the single premium; minus
- any applicable premium tax; minus
- any applicable rider, or endorsement charges; plus
- credited interest; minus
- the sum of all amounts withdrawn, including any applicable withdrawal charges.

### **Interest Credits**

Interest is credited daily on the account value at interest rates which we will declare. Interest is guaranteed as specified on the Contract Information page. A rate higher than the guaranteed rate may be declared. The declared interest rate will never be less than the guaranteed annual interest rate.

Interest rates are effective annual interest rates. An effective annual interest rate is the rate which results after having interest compounded daily for one full year.

Interest will be earned from the date any premium is received at our service center.

### **First-Year Interest Enhancement**

In the first contract year, we will credit a rate of interest, as shown on the Contract Information page.

### Minimum Values

Surrender values and benefits payable after a death will not be less than the minimum values required by the state where this contract was delivered.

## ANNUITY BENEFITS

## **Determination of Annuity Payment**

We will pay the annuity payment beginning on the annuity date if the owner and the annuitant are living on the annuity date. The annuity payment is the amount that will be provided by applying the account value on the annuity date to one of the options described in the Payment of Proceeds Options section and selected by the owner. The owner may choose or change a payment option by making a written request at least 60 days prior to the annuity date. Unless the owner chooses otherwise, the automatic payment option is a Life Income payment option, with a 10-year guaranteed period. However, if the annuity payment is less than \$20, the account value will be paid in one lump sum.

## CONTRACT WITHDRAWAL

### **Contract Withdrawal**

The surrender value is the account value at the time of withdrawal minus any withdrawal charges. An owner may withdraw from this contract all or part of its surrender value upon written request, provided such a request is made at least 60 days prior to the annuity date. Upon withdrawal of the full surrender value, this contract will terminate.

The owner may also make a withdrawal under this contract. Withdrawals must be at least \$250 and the account value remaining after the withdrawal must be at least the amount shown on the Contract Information page.

We may defer the payment of a withdrawal for up to six months.

## Withdrawal Charge

A withdrawal charge will be deducted from the amount of the account value withdrawn.

The withdrawal charge will be the applicable percentage rate from the Table of Withdrawal Charges on the Contract Information page multiplied by the account value withdrawn.

We will waive the withdrawal charge, subject to the terms and conditions of this contract.

## **Waiver of Withdrawal Charge for Withdrawals**

We will waive the withdrawal charge for all withdrawals made in any contract year after the first, if the total of the amounts withdrawn does not exceed 10% of the account value at the beginning of the contract year. The owner may defer all of the waiver privilege from one contract year to the next contract year so that the withdrawal charge waived can total 20% of the next contract year's beginning year account value.

We will waive the withdrawal charge after the 5<sup>th</sup> contract year if you elect a payment option that provides for payments being made over no less than 5 years and the final payment being made no earlier than the 10<sup>th</sup> anniversary date of the contract.

## Waiver of Withdrawal Charge as a Result of a Qualifying Medical Stay

To qualify for the waiver of withdrawal charge as a result of a qualifying medical stay:

- the owner must have a qualifying medical stay which begins after the first contract year and lasts at least 45 days during any continuous 60-day period; or
- the owner's spouse must have a qualifying medical stay which begins after the first contract year and lasts at least 45 days during any continuous 60-day period; and
- the owner must mail the written request for this waiver, together with proof, satisfactory to us, of the stay, within 180 days of initial eligibility.

If the owner or owner's spouse had a qualifying medical stay within 45 days prior to the contract date, a waiver of withdrawal charge will not be considered for the owner or owner's spouse, until the later of:

- six months from the date of the last qualifying medical stay; or
- the first contract anniversary.

Qualifying medical stay means:

- 1. confinement in a qualified institution; and
- 2. treatment by a qualified medical professional.

### Qualified Institution

A qualified institution means a licensed hospital or licensed skilled or intermediate care nursing facility at which:

- 1. medical treatment is available on a daily basis; and
- 2. daily medical records are kept on each patient.

It does not include:

- 1. a facility whose purpose is to provide accommodations, board or personal care services to individuals who do not need medical or nursing care; or
- 2. a place mainly for rest.

### **Qualified Medical Professional**

A qualified medical professional is a legally qualified practitioner of the healing arts who is:

- 1. acting within the scope of his or her license;
- 2. not a resident of the owner's household; and
- 3. not a member of the owner's immediate family (children, grandchildren, parents, grandparents, siblings, and their spouses).

Treatment means the rendering of medical care or advice related to a specific medical condition. Treatment includes diagnosis and subsequent care. It does not include routine monitoring unless medically necessary.

## Waiver of Withdrawal Charge as a Result of a Terminal Condition or Chronic Illness

The withdrawal charge can be waived if the owner has a terminal condition or is chronically ill.

If the owner or owner's spouse had a terminal condition or was chronically ill prior to the contract date, a waiver of the withdrawal charge will not be permitted.

### **Definition of Terminal Condition**

Terminal condition means a medical condition which is expected to result in the owner or owner's spouse's death within 24 months from the date of the medical certification submitted to us in connection with the application for the waiver of withdrawal charge, and from which there is no reasonable prospect of recovery. Such terminal condition must be certified by a physician who meets the definition of a physician under Section 101(g) of the Internal Revenue Code.

## **Definition of Chronically III**

Chronically ill means any owner or owner's spouse who has been certified by a licensed health care practitioner within the last 12 months as:

- being unable to perform, without substantial assistance from another individual, at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity; or
- requiring substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment.

Such licensed health care practitioner must meet the definition of a licensed health care practitioner under Section 7702B(c) of the Internal Revenue Code.

## **Activities of Daily Living**

The activities of daily living are:

- eating transferring
- toileting bathing continence

### **Conditions**

The owner's right to receive the waiver of withdrawal charge is subject to the following conditions:

- 1. We must receive evidence, satisfactory to us, of the owner or owner's spouse's eligibility for this benefit. Evidence satisfactory to us, may include, but is not limited to:
  - the records of the owner or owner's spouse's attending physician, including a prognosis of the owner or owner's spouse;

dressing

- all pertinent facts concerning the owner or owner's spouse's health; and
- a medical examination of the owner or owner's spouse conducted by a physician chosen by us and at our expense. If there is a difference of opinion as to the prognosis of the owner or owner's spouse, the opinion of a licensed physician, acceptable to both us and the owner, will control.
- 2. The owner must choose the option in writing in a form satisfactory to us.

## GENERAL CONTRACT PROVISIONS

### **This Contract**

This contract is issued in consideration of the application and the single premium. All statements made in the application are representations and not warranties. No statement made by or on behalf of the owner or annuitant will be used by us to contest this contract, or defend a claim under it, unless it is in the application.

Any additional riders are shown on the Contract Information page. These riders are attached to and made a part of this contract. This contract, the attached application, and any subsequent attached applications, contain the entire contract between the owner and us.

### Waiver

Only an officer of the Company can waive or change any provision of this contract, and only by means of a written document.

## Misstatement of Age or Sex

If the age or sex of the annuitant has been misstated, any proceeds will be adjusted to that amount which would have been provided at the correct age and sex. Age refers to the annuitant's age last birthday on the contract date. Any adjustment will include interest at the rate shown on the Contract Information page, either paid to the person receiving payments or claimed by us against the person who was overpaid.

## Non-Participating

This contract is not eligible for dividends.

## **Assignment**

This contract may be assigned. We will not be on notice of any assignment until the assignment is received at our service center. The assignment, unless otherwise specified by the owner, will take effect as of the date the notice of assignment is signed by the owner, subject to any payments made or actions taken by us prior to receipt of this notice. We will acknowledge receipt in writing. We assume no responsibility for the validity or effect of any assignment and may rely solely on the assignee's statement of interest.

## **Contract Anniversary**

Contract years and anniversaries will be computed from the contract date.

## **INCONTESTABILITY Incontestability**

We will not contest this contract.

## TAXES Annuity Qualification

This contract is intended to qualify for treatment as an annuity under the Internal Revenue Code as it now exists or may later be amended. The terms of the contract will be interpreted in accordance with the requirements of Section 72(s) of the Internal Revenue Code. We reserve the right to amend this contract to comply with future changes in the Code and its regulations. Any amendments will be made by an endorsement approved by the proper regulatory authorities. We will promptly provide the owner with a copy of any amendment.

### Income Tax

We will withhold any income taxes a governmental authority requires us to withhold with respect to the amount payable. Withdrawals, assignments and changes of ownership may have income tax implications. The owner should consult with a personal tax advisor for tax information.

### **Premium Tax**

We will deduct any premium tax or other taxes levied by any governmental authority with respect to this contract where applicable from one or more of the following:

- the owner's payments to us;
- the surrender value; and
- any amount payable by us under this contract.

## REPORTS Annual Report

Once each year until the annuity date, we will send the owner a report which includes at least the following information:

- the beginning and end dates of the current report period;
- the account value, if any, at the beginning of the current report period and at the end of the current report period;
- the amounts that have been credited to or debited from the account value during the current report period; and
- the current surrender value at the end of the report period.

Information contained in the annual report will provide current information as of a date not more than four months prior to the date of mailing.

The owner may request additional annual reports. We may charge a reasonable fee, not greater than \$25, for any subsequent reports during the same contract year.



# LIBERTY LIFE ASSURANCE COMPANY OF BOSTON A Member of the Liberty Mutual Group

## **Contract Description**

Single Premium Deferred Annuity contract with first-year additional interest.

The annuity benefit begins on the annuity date.

A benefit is payable at death before the annuity date.

This contract is non-participating.

This contract contains a benefit for waiving withdrawal charges.

### **CONTRACT INFORMATION**

Annuitant: John Doe Contract Number: 123456789NP3

Issue Age: Contract Date: January 1, 2010

Owner: John Doe Annuity Date: January 1, 2045

Joint Owner: Jane Doe Single Premium: \$10,000.00

Beneficiary: As stated in application unless Tax Status: Qualified

otherwise changed.

Guaranteed Interest Rate Duration: 1 Year

Interest Rates

The gross guaranteed annual interest rate for the first year, shown above, includes a First Year Interest Rate Bonus of 2.00%.

### Riders and Endorsements

None

Waiver of Return of Premium Guarantee Endorsement

The guaranteed annual gross interest rate for the first year, shown above, includes a Waiver of Return of Premium Interest Rate Enhancement of 1.00% as a result of the owner waiving the Return of Premium Guarantee within the contract.

23456798NP3

# Contract Number: CONTRACT INFORMATION (continued)

Contract Charges		

Withdrawal Charge:	Described in the Withdrawel Charge provision
Williawai Charge	Described in the Withdrawal Charge provision

## **Table of Withdrawal Charges**

This table applies to the single premium in an event of a withdrawal. There are no withdrawal charges after contract year seven.

Contract Year	1	2	3	4	5	6	7	L 8] and later years]
Withdrawal Charge	<u>7</u> .00%	7.00%	7.00%	6.00%	5.00%	4.00%	3.00%	0.00%]

Minimum Account Value Following Withdrawal:	00.00	
Minimum Single Premium:\$10,000.00 or amount mutually agreed u	ıpon.	
Misstatement of Age or Sex Adjustment Interest Rate:	.00%	
Maximum Issue Age:	85	

## **CONTRACT INFORMATION (continued)**

## **Payment of Proceeds Options**

Minimum Annual Interest Rate for Payment of Proceeds:

1.00%

## **Fixed Period Table** Minimum Installment Payment Per \$1,000 Applied

Number of Years	Monthly Payment								
<u>_1</u>	83.71	6	14.30	11	7.99	16	5.63	21	4.40
2	42.07	7	12.32	12	7.36	17	5.33	22	4.22
3	28.18	8	10.83	13	6.83	18	5.05	23	4.05
4	21.24	9	9.68	14	6.37	19	4.81	24	3.90
5	17.08	10	8.75	15	5.98	20	4.59	25	3.76

**Life Income Table Minimum Installment Payment Per \$1,000 Applied** 

Male					Female			
Age Guaranteed Period					Age	Guaranteed Period		
	10 Years	15 Years	20 Years			10 Years	15 Years	20 Years
<b>5</b> 0	2.97	2.94	2.89		50	2.74	2.72	2.70
51	3.03	3.00	2.95		51	2.80	2.78	2.75
52	3.10	3.07	3.01		52	2.86	2.84	2.81
53	3.18	3.14	3.07		53	2.92	2.90	2.87
54	3.26	3.21	3.14		54	2.99	2.97	2.93
55	3.34	3.29	3.20		55	3.06	3.04	2.99
56	3.43	3.37	3.27		56	3.14	3.11	3.06
57	3.52	3.45	3.34		57	3.22	3.18	3.12
58	3.61	3.53	3.41		58	3.30	3.26	3.19
59	3.71	3.62	3.48		59	3.39	3.34	3.26
60	3.82	3.71	3.55		60	3.49	3.43	3.34
61	3.93	3.81	3.62		61	3.58	3.52	3.41
62	4.05	3.91	3.69		62	3.69	3.61	3.49
63	4.17	4.01	3.76		63	3.80	3.71	3.57
64	4.30	4.11	3.83		64	3.91	3.81	3.64
65	4.43	4.22	3.90		65	4.03	3.92	3.72
66	4.57	4.32	3.97		66	4.16	4.02	3.80
67	4.72	4.43	4.04		67	4.30	4.14	3.88
68	4.87	4.54	4.10		68	4.44	4.25	3.95
69	5.03	4.65	4.16		69	4.59	4.37	4.02
70	5.20	4.76	4.21		70	4.75	4.49	4.09
71	5.36	4.86	4.26		71	4.92	4.61	4.16
72	5.54	4.97	4.31		72	5.09	4.73	4.22
73	5.71	5.07	4.35		73	5.28	4.84	4.28
74	5.89	5.16	4.39		74	5.47	4.96	4.33
75	6.08	5.26	4.43		75	5.66	5.07	4.37
76	6.26	5.34	4.46		76	5.86	5.18	4.41
77	6.45	5.43	4.48		77	6.07	5.29	4.45
78	6.63	5.50	4.51		78	6.28	5.38	4.48
79	6.81	5.57	4.52		79	6.49	5.47	4.50
80	6.99	5.63	4.54		80	6.70	5.55	4.52





### **CONTRACT INFORMATION**

John Doe 123456789NP3 Annuitant: Contract Number: 65 January 1, 2010 Issue Age: Contract Date: John Doe January 1, 2045 Owner: Annuity Date: \$10,000.00 Joint Owner: Jane Doe Single Premium: Qualified Beneficiary: As stated in application unless Tax Status: otherwise changed. Guaranteed Interest Rate Duration: 5 Years

**Interest Rates** 

The gross guaranteed annual interest rate for the first year, shown above, includes a First Year Interest Rate Bonus of 2.00%.

### Riders and Endorsements

None

Waiver of Return of Premium Guarantee Endorsement

The guaranteed annual gross interest rate for the first year, shown above, includes a Waiver of Return of Premium Interest Rate Enhancement of 1.00% as a result of the owner waiving the Return of Premium Guarantee within the contract.

SPDA-2010090-B5 C1[of C3] SPDA Barcode

Contract Number: [123456789NP3]

## **CONTRACT INFORMATION (continued)**

Contract Charges	
Withdrawal Charge:	Described in the Withdrawal Charge provision

## **Table of Withdrawal Charges**

This table applies to the single premium in an event of a withdrawal. There are no withdrawal charges after contract year five.

Contract Year	[1	2	3	4	5	[6]and later
						years
Withdrawal Charge	<b>_</b> 7.00%	7.00%	7.00%	6.00%	5.00%	0.00%]

Minimum Account Value Following Withdrawal: \$10,000.00
Minimum Single Premium: \$10,000.00 or amount mutually agreed upon.
Misstatement of Age or Sex Adjustment Interest Rate:
Maximum Issue Age: 85

Contract Number: 123456789NP3

## **CONTRACT INFORMATION (continued)**

## **Payment of Proceeds Options**

Minimum Annual Interest Rate for Payment of Proceeds: [1.00%]

# Fixed Period Table Minimum Installment Payment Per \$1,000 Applied

Number of Years	Monthly Payment								
<b>C</b> 1	83.71	6	14.30	11	7.99	16	5.63	21	4.40
2	42.07	7	12.32	12	7.36	17	5.33	22	4.22
3	28.18	8	10.83	13	6.83	18	5.05	23	4.05
4	21.24	9	9.68	14	6.37	19	4.81	24	3.90
5	17.08	10	8.75	15	5.98	20	4.59	25	3.76

## Life Income Table Minimum Installment Payment Per \$1,000 Applied

	William Instanment Payment Per \$1,000 Appned										
		Male				emale					
Age		aranteed Per		Age		ranteed Peri					
	10 Years	15 Years	20 Years		10 Years	15 Years	20 Years				
50	2.97	2.94	2.89	50	2.74	2.72	2.70				
51	3.03	3.00	2.95	51	2.80	2.78	2.75				
52	3.10	3.07	3.01	52	2.86	2.84	2.81				
53	3.18	3.14	3.07	53	2.92	2.90	2.87				
54	3.26	3.21	3.14	54	2.99	2.97	2.93				
55	3.34	3.29	3.20	55	3.06	3.04	2.99				
56	3.43	3.37	3.27	56	3.14	3.11	3.06				
57	3.52	3.45	3.34	57	3.22	3.18	3.12				
58	3.61	3.53	3.41	58	3.30	3.26	3.19				
59	3.71	3.62	3.48	59	3.39	3.34	3.26				
60	3.82	3.71	3.55	60	3.49	3.43	3.34				
61	3.93	3.81	3.62	61	3.58	3.52	3.41				
62	4.05	3.91	3.69	62	3.69	3.61	3.49				
63	4.17	4.01	3.76	63	3.80	3.71	3.57				
64	4.30	4.11	3.83	64	3.91	3.81	3.64				
65	4.43	4.22	3.90	65	4.03	3.92	3.72				
66	4.57	4.32	3.97	66	4.16	4.02	3.80				
67	4.72	4.43	4.04	67	4.30	4.14	3.88				
68	4.87	4.54	4.10	68	4.44	4.25	3.95				
69	5.03	4.65	4.16	69	4.59	4.37	4.02				
70	5.20	4.76	4.21	70	4.75	4.49	4.09				
71	5.36	4.86	4.26	71	4.92	4.61	4.16				
72	5.54	4.97	4.31	72	5.09	4.73	4.22				
73	5.71	5.07	4.35	73	5.28	4.84	4.28				
74	5.89	5.16	4.39	74	5.47	4.96	4.33				
75	6.08	5.26	4.43	75	5.66	5.07	4.37				
76	6.26	5.34	4.46	76	5.86	5.18	4.41				
77	6.45	5.43	4.48	77	6.07	5.29	4.45				
78	6.63	5.50	4.51	78	6.28	5.38	4.48				
79	6.81	5.57	4.52	79	6.49	5.47	4.50				
80	6.99	5.63	4.54	80	6.70	5.55	4.52				

### **CONTRACT INFORMATION**

Issue Age: Contract Date: January 1, 2010

Owner: John Doe Annuity Date: January 1, 2045

[Joint Owner:] [Jane Doe] Single Premium: \$10,000.00]

Beneficiary: As stated in application unless Tax Status: Qualified Qualified

otherwise changed.

Guaranteed Interest Rate Duration: 1 Year

Interest Rates

The gross guaranteed annual interest rate for the first year, shown above, includes a First Year Interest Rate Bonus of 0.50%.

### Riders and Endorsements

[None]

Waiver of Return of Premium Guarantee Endorsement

The guaranteed annual gross interest rate for the first year, shown above, includes a Waiver of Return of Premium Interest Rate Enhancement of 1.00% as a result of the owner waiving the Return of Premium Guarantee within the contract.

Contract Number:	123456789NP3
------------------	--------------

## **CONTRACT INFORMATION (continued)**

Contract Charge
-----------------

Withdrawal Charge: ...... Described in the Withdrawal Charge provision

Table of Withdrawal Charges

This table applies to the single premium in an event of a withdrawal. There are no withdrawal charges after contract year seven.

Contract Year	[ 1	2	3	4	5	6	7	[8]and later years]
Withdrawal Charge	[8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	0.00%

Minimum Account Value Following Withdrawal:	\$10,000.00
Minimum Single Premium:	\$10,000.00 or amount mutually agreed upon.
Misstatement of Age or Sex Adjustment Interest Rate:	3.00%
Maximum Issue Age:	

Contract Number: [123456789NP3]

## **CONTRACT INFORMATION (continued)**

## **Payment of Proceeds Options**

Minimum Annual Interest Rate for Payment of Proceeds: 1.00%

## Fixed Period Table Minimum Installment Payment Per \$1,000 Applied

Number of Years	Monthly Payment								
	83.71	6	14.30	11	7.99	16	5.63	21	4.40
2	42.07	7	12.32	12	7.36	17	5.33	22	4.22
3	28.18	8	10.83	13	6.83	18	5.05	23	4.05
4	21.24	9	9.68	14	6.37	19	4.81	24	3.90_
5	17.08	10	8.75	15	5.98	20	4.59	25	3.76

## Life Income Table Minimum Installment Payment Per \$1,000 Applied

Minimum Installment Payment Per \$1,000 Applied									
		Male					emale		
Age		aranteed Per			Age		ranteed Peri		
	10 Years	15 Years	20 Years			10 Years	15 Years	20 Years	
50	2.97	2.94	2.89		50	2.74	2.72	2.70	
51	3.03	3.00	2.95		51	2.80	2.78	2.75	
52	3.10	3.07	3.01		52	2.86	2.84	2.81	
53	3.18	3.14	3.07		53	2.92	2.90	2.87	
54	3.26	3.21	3.14		54	2.99	2.97	2.93	
55	3.34	3.29	3.20		55	3.06	3.04	2.99	
56	3.43	3.37	3.27		56	3.14	3.11	3.06	
57	3.52	3.45	3.34		57	3.22	3.18	3.12	
58	3.61	3.53	3.41		58	3.30	3.26	3.19	
59	3.71	3.62	3.48		59	3.39	3.34	3.26	
60	3.82	3.71	3.55		60	3.49	3.43	3.34	
61	3.93	3.81	3.62		61	3.58	3.52	3.41	
62	4.05	3.91	3.69		62	3.69	3.61	3.49	
63	4.17	4.01	3.76		63	3.80	3.71	3.57	
64	4.30	4.11	3.83		64	3.91	3.81	3.64	
65	4.43	4.22	3.90		65	4.03	3.92	3.72	
66	4.57	4.32	3.97		66	4.16	4.02	3.80	
67	4.72	4.43	4.04		67	4.30	4.14	3.88	
68	4.87	4.54	4.10		68	4.44	4.25	3.95	
69	5.03	4.65	4.16		69	4.59	4.37	4.02	
70	5.20	4.76	4.21		70	4.75	4.49	4.09	
71	5.36	4.86	4.26		71	4.92	4.61	4.16	
72	5.54	4.97	4.31		72	5.09	4.73	4.22	
73	5.71	5.07	4.35		73	5.28	4.84	4.28	
74	5.89	5.16	4.39		74	5.47	4.96	4.33	
75	6.08	5.26	4.43		75	5.66	5.07	4.37	
76	6.26	5.34	4.46		76	5.86	5.18	4.41	
77	6.45	5.43	4.48		77	6.07	5.29	4.45	
78	6.63	5.50	4.51		78	6.28	5.38	4.48	
79	6.81	5.57	4.52		79	6.49	5.47	4.50_	
80	6.99	5.63	4.54		80	6.70	5.55	4.52	

### **CONTRACT INFORMATION**

Annuitant:	John Doe	Contract Number:	123456789NP3			
Issue Age:	[65]	Contract Date:	January 1, 2010			
Owner:	John Doe	Annuity Date:	[January 1, 2045]			
Joint Owner:	Jane Doe	Single Premium:	\$10,000.00			
Beneficiary:	As stated in application unless otherwise changed.	Tax Status:	Qualified			
Guaranteed Interest Rate Duration: 5 Years						
Interest Rates						
Guaranteed Annual Interest Rate for Year 1 of Initial Duration						
Guaranteed Annual Interest Rate for Years 2-5 of Initial Duration						
Guaranteed Annual Interest Rate After Initial Duration Years 6 and later						
The gross	guaranteed annual interest rate for the	first year, shown above, in	cludes a First Year			

## Riders and Endorsements

Interest Rate Bonus of 0.50%.

None

Waiver of Return of Premium Guarantee Endorsement

The guaranteed annual gross interest rate for the first year, shown above, includes a Waiver of Return of Premium Interest Rate Enhancement of 1.00% as a result of the owner waiving the Return of Premium Guarantee within the contract.

SPDA-2010090-L5 C1 of C3 SPDA Barcode

Contract Number:	123456789NP3
	_

## **CONTRACT INFORMATION (continued)**

Contract Charges	
Withdrawal Charge:	Described in the Withdrawal Charge provision

Table of Withdrawal Charges

This table applies to the single premium in an event of a withdrawal. There are no withdrawal charges after contract year five.

Contract Year	[1	2	3	4	5	6 and later years
Withdrawal Charge	[8.00%	7.00%	6.00%	5.00%	4.00%	0.00%

Minimum Account Value Following Withdrawal:	
Minimum Single Premium:	[\$10,000.00] or amount mutually agreed upon.
Misstatement of Age or Sex Adjustment Interest Rate	3.00%
Maximum Issue Age:	85

Contract Number: 123456789NP3

## **CONTRACT INFORMATION (continued)**

## **Payment of Proceeds Options**

Minimum Annual Interest Rate for Payment of Proceeds: 1.00%

# Fixed Period Table Minimum Installment Payment Per \$1,000 Applied

Number of Years	Monthly Payment								
[1	83.71	6	14.30	11	7.99	16	5.63	21	4.40
2	42.07	7	12.32	12	7.36	17	5.33	22	4.22
3	28.18	8	10.83	13	6.83	18	5.05	23	4.05
4	21.24	9	9.68	14	6.37	19	4.81	24	3.90
5	17.08	10	8.75	15	5.98	20	4.59	25	3.76

Life Income Table Minimum Installment Payment Per \$1,000 Applied

Male			]		<u> </u>	emale		
Age	Gu	aranteed Per	iod		Age	Gua	ranteed Peri	iod
	10 Years	15 Years	20 Years			10 Years	15 Years	20 Years
50	2.97	2.94	2.89		50	2.74	2.72	2.70
51	3.03	3.00	2.95		51	2.80	2.78	2.75
52	3.10	3.07	3.01		52	2.86	2.84	2.81
53	3.18	3.14	3.07		53	2.92	2.90	2.87
54	3.26	3.21	3.14		54	2.99	2.97	2.93
55	3.34	3.29	3.20		55	3.06	3.04	2.99
56	3.43	3.37	3.27		56	3.14	3.11	3.06
57	3.52	3.45	3.34		57	3.22	3.18	3.12
58	3.61	3.53	3.41		58	3.30	3.26	3.19
59	3.71	3.62	3.48		59	3.39	3.34	3.26
60	3.82	3.71	3.55		60	3.49	3.43	3.34
61	3.93	3.81	3.62		61	3.58	3.52	3.41
62	4.05	3.91	3.69		62	3.69	3.61	3.49
63	4.17	4.01	3.76		63	3.80	3.71	3.57
64	4.30	4.11	3.83		64	3.91	3.81	3.64
65	4.43	4.22	3.90		65	4.03	3.92	3.72
66	4.57	4.32	3.97		66	4.16	4.02	3.80
67	4.72	4.43	4.04		67	4.30	4.14	3.88
68	4.87	4.54	4.10		68	4.44	4.25	3.95
69	5.03	4.65	4.16		69	4.59	4.37	4.02
70	5.20	4.76	4.21		70	4.75	4.49	4.09
71	5.36	4.86	4.26		71	4.92	4.61	4.16
72	5.54	4.97	4.31		72	5.09	4.73	4.22
73	5.71	5.07	4.35		73	5.28	4.84	4.28
74	5.89	5.16	4.39		74	5.47	4.96	4.33
75	6.08	5.26	4.43		75	5.66	5.07	4.37
76	6.26	5.34	4.46		76	5.86	5.18	4.41
77	6.45	5.43	4.48		77	6.07	5.29	4.45
78	6.63	5.50	4.51		78	6.28	5.38	4.48
79	6.81	5.57	4.52		79	6.49	5.47	4.50_
80	6.99	5.63	4.54		80	6.70	5.55	4.52

WAIVER OF RETURN OF PREMIUM GUARANTEE ENDORSEMENT

### **Modification of Contract**

The provisions contained in this endorsement are added to the contract.

## **Waiver of Return of Premium Guarantee**

The Return of Premium Guarantee provision is deleted from the contract.

## This Endorsement and This Contract

This endorsement is made a part of this contract.

### **Effective Date**

This endorsement is effective on the contract date of this contract.

Decident

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number:

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachments:

Flesch Certification 11-19-2010.pdf PLA-9319 AR Rev 07-05.pdf

Rule 19 Certification WJD.pdf

Item Status: Status

Date:

Satisfied - Item: Application

**Comments:** 

The attached application files will be used to apply for this product. These were filed and approved in SERFF filing LLAC-126735961, Arkansas file 46307, on November 1, 2010.

Attachments:

APP-2010022 Filing.pdf

APP-2010022-O Filing.pdf

Item Status: Status

Date:

Satisfied - Item: Certifications

Comments: Attachment:

Certifications (2) WJD 11-19-2010.pdf

Item Status: Status

Date:

Satisfied - Item: Statements of Variability

Comments:

Attachments:

SOV SPDA-2010090-B1,-B5, -L1, L5.pdf

SERFF Tracking Number: LLAC-126914232 State: Arkansas

Filing Company: Liberty Life Assurance Company of Boston State Tracking Number: 47358

Company Tracking Number: SPDA-2010090, -B1, -B5, -L1, -L5, E-2010091

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity (HL)

Project Name/Number:

SOV SPDA-2010090 & -E-2010091.pdf

### **FLESCH CERTIFICATION**

## Liberty Life Assurance Company of Boston

I certify on behalf of the Company that the forms referenced below are in compliance with the readability requirements of the Interstate Insurance Product Regulation Commission.

The Flesch Reading Ease Test was applied to form E-2010091 in its entirety. The Flesch Reading Ease Test was applied to forms SPDA-2010090 in its entirety, excluding the company name, proper names, address, telephone number, table of contents, form number, captions, subcaptions, officer's signatures, defined terms and form revision date.

SPDA-2010090	E-2010091
Words3,399	Words 89
Characters16,195	Characters491
Paragraphs158	Paragraphs20
Sentences175	Sentences4
Flesch 55.6	Flesch53.1

Scoring calculated using Microsoft Word 2010.

William J. Dauksewicz, CLU, ChFC, CPCU

Vice President and Manager Individual Life Compliance

Liberty Life Assurance Company of Boston

November 19, 2010

## LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

#### DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;

• Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has
  assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable
  annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the
  owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or
  other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting
  guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a
  nonaffiliate benefit plan or its trustees).

### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

## Liberty Life Assurance Company of Boston

# Arkansas Certification Rule 19 Unfair Sex Discrimination in the Sale of Insurance

On behalf of Liberty Life Assurance Company of Boston, I certify that this filing submission meets the provisions of Arkansas Rule 19 as well as all applicable requirements of the Arkansas Department of Insurance.

William J. Dawksewicz, CLU, ChEC, CPCU

Vice President and Manager Individual Life Compliance

Liberty Life Assurance Company of Boston

100 Liberty Way Dover, NH 03820 November 19, 2010

Date



## Liberty Life Assurance Company of Boston

Service Center, 100 Liberty Way, Dover, NH 03820

## APPLICATION FOR INDIVIDUAL FIXED DEFERRED ANNUITY

1A SINGLE PRE	MIUM DEFERRE	D ANNUITY (SPDA) S	ELECTION (Select or	ne product in either se	ection 1a or 1b)	
☐ Modular	Select modules, if	f applicable: 🔲 Module 1	☐ Module 2 ☐ Modu	le 3		ngle
☐ High Bonus	Initial Credited In	iterest Rate Guarantee: [[	□ 1 Year □ 5 Years	☐ Waive Return Premium Gua	01	nium:
[□ Low Bonus]	Initial Credited In	iterest Rate Guarantee: [	□ 1 Year □ 5 Years	from Contract		
1B. FLEXIBLE PA	YMENT DEFER	RED ANNUITY (FPDA	) SELECTION			,
☐ Flexible Paymen	t Deferred Annuit	y   In \$_	itial Payment:	Subsequent Pay \$	yments:	
2. ANNUITANT IN	IFORMATION					
Name (First, MI, Las	st)	Residence Address (Str	reet, City, State, ZIP)	Mailing Address (	If different)	
Birth Date Telephone Number Social Security/TIN Are you a United States Resident?  □ Yes □ No				□ Male □ Fe	male	
3A. OWNER INFO	ORMATION (If diffe	rent than annuitant)	3B. JOINT OWN	ER INFORMATIO	(If applicable)	
Name/Organization	(First, MI, Last)	Relationship to Annuitant	Name/Organization	n (First, MI, Last)	Relationship to A	nnuitant
Residence Address (S	Street, City, State, Z	ZIP)	Residence Address	(Street, City, State,	ZIP)	
Mailing Address (If different)			Mailing Address (If different)			
Birth Date Telep	hone Number	Social Security/TIN	Birth Date Telep	phone Number	Social Security	/TIN
□ Male □ F	Are you emale	ı a United States Resident? □ No	☐ Male ☐ F	Are yo Gemale ☐ Yes	u a United States F	Resident?
4. BENEFICIARY	INFORMATION	All designated beneficiaries w	ill be considered primary	, sharing equally, unle	ess otherwise indicat	ed.)
Name	Relationship to O	wner % □ Primary □ Contingent	Name	Relationship to C		imary ontingent
Name	Relationship to O	lwner % □ Primary □ Contingent	Name	Relationship to C		imary ontingent
5. Tax Status			1			
☐ Non-Qualified An	nuity <u>or</u>	☐ Qualified Annuity(		ype below) Other	7	
6. OTHER COVE	RAGE/REPLACE	EMENT INFORMATION	If required, complete and	d submit replacement	forms.)	
	(A) Is there any life insurance or annuity annied for or in force, other than proun insurance, for the proposed owner(s)?					No □
	<del>-</del>					
` '		sell, or transfer ownership				
contract issued	as a result of this a			for the sale or trans	sfer of a	
(E) Provide full det	ails here for question	ons answered "Yes." (Ques	tion #, Details)			

### **IDENTIFICATION VERIFICATION NOTICE**

In order to help the United States government fight the funding of terrorism and other crimes, such as money laundering, the Company is required to obtain, record and verify certain information before issuing a contract or processing transactions, such as changing ownership. The information includes name, address, and identification number from a government issued form of identification with your photograph, such as a driver's license or passport, your Social Security/Tax ID number, and for individuals, your date of birth. The verification process may require you to provide us with additional supporting documentation. We may also seek to verify the information by other means. If you do not provide the required information, or we are not able to verify the information you provided, federal law may prohibit us from issuing a contract or carrying out transactions for you.

APP-2010022 Distribution Strip Barcode Rev 00/00

## SOCIAL SECURITY/TAX ID NUMBER (TIN) CERTIFICATION

By signing this application, I, the named owner, certify under penalties of perjury that: (1) the Social Security/Tax ID number shown on this application is correct, and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you are subject to backup withholding, cross out item 2 above.)

### FRAUD NOTICE

**Residents of all states EXCEPT those listed below:** Any person who knowingly, and with intent to injure, defraud or deceive any insurance company, submits an application or files a statement of claim containing any false, incomplete or misleading information may be subject to criminal or civil penalties.

- CO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- **DC:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- **LA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- **OK:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- **PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### AGREEMENT

I(We) declare that all statements and answers given in this application are true and complete to the best of my(our) knowledge and belief. I(We) also agree that: (1) no agent/insurance producer has the authority to waive any rights or requirements of the Company, or make or modify any annuity contract; (2) no information obtained by any such person will bind the Company unless set out in writing in a part of the application; and (3) all statements and answers given in this application will form the basis for, and become part of, any annuity contract issued by the Company under this application.

Signature of Annuitant	Signature of Owner Signature			ner		
Signature of Agent (Insurance Producer)	Signed in City and State		ate (mm/dd/yy)			
AGENT/INSURANCE PRODUCER INFO						
(A) To the best of your knowledge, will the this or any other company? If "Yes", an	Yes □	No □				
(B) Are there costs associated with the surre						
(C) Did the proposed owner(s) replace anot	her deferred annuity within	the last 36 months?				
anti-money laundering training. I believe the product applied for is suitable and recommend acceptance without qualification.  Signature of Agent Insurance Producer  Telephone Number  Fax Number  Fax Number						
		Fax Number		it qualifica	oduct and ation.	
Signature of Agent/Insurance Producer  Agent/Insurance Producer License Number	Telephone Number  Bank/Office Name		l acceptance withou	it qualifica	ation.	
Signature of Agent/Insurance Producer	Telephone Number  Bank/Office Name	Fax Number	E-mail Add  Branch Nar	ress	ation.	
Signature of Agent/Insurance Producer  Agent/Insurance Producer License Number  OWNER PHOTO IDENTIFICATION VEF	Telephone Number  Bank/Office Name  RIFICATION  Issue State or Type/Issuer	Fax Number  License or ID Num	E-mail Add  Branch Nar	ress	ation.	



## Liberty Life Assurance Company of Boston

[Service Center, 100 Liberty Way, Dover, NH 03820]

Owner Nar	ne/Organization (First, MI, Last)		Social Security/TIN				
	IONAL BENEFICIARY INFORI			ally, unless otherwise indi	cated.)		
Name	Relationship to Owner	%	☐ Primary ☐ Contingent	Name	Relationship to Owner	%	☐ Primary ☐ Contingent
Name	Relationship to Owner	%	☐ Primary ☐ Contingent	Name	Relationship to Owner	%	☐ Primary ☐ Contingent
Name	Relationship to Owner	%	☐ Primary ☐ Contingent	Name	Relationship to Owner	%	☐ Primary ☐ Contingent
Name	Relationship to Owner	%	☐ Primary ☐ Contingent	Name	Relationship to Owner	%	☐ Primary ☐ Contingent
Name	Relationship to Owner	%	☐ Primary ☐ Contingent	Name	Relationship to Owner	%	☐ Primary ☐ Contingent
Name	Relationship to Owner	%	☐ Primary ☐ Contingent	Name	Relationship to Owner	%	☐ Primary ☐ Contingent
(B) Comp	IONAL REPLACEMENT INFOR  olete details below for each life insu  ompany Name  ompany Name  ompany Name  ompany Name  de full details here for questions an	rance	or annuity cont	Contract Numbe  Contract Numbe  Contract Numbe  Contract Numbe  Contract Numbe  Contract Numbe			
Signatu	RES						
Signature of	f Annuitant	Sign	ature of Owner		Signature of Joint Own	ner	
Signature o	f Agent/Insurance Producer	Sign	ed in City and Sta	ate	Date (mm/dd/yy)		

SUPPLEMENT TO APPLICATION FOR INDIVIDUAL FIXED DEFERRED ANNUITY

## Liberty Life Assurance Company of Boston

## **Deferral of Payment Certification**

On behalf of Liberty Life Assurance Company of Boston, I certify that written request will be made to and written approval received from the chief insurance regulator of the state of domicile of the Company prior to the Company exercising any contractual right to defer the payment of any cash surrender value, partial withdrawal, or loan value for a period of not more than six months.

### **Variable Material Certification**

On behalf of Liberty Life Assurance Company of Boston, I certify that that any change or modification to a variable item shall be administered in accordance with the requirements of the Department of Insurance in this state.

William J. Dauksewicz, CLU, ChFC, CPCU

Vice President and Manager Individual Life Compliance

Liberty Life Assurance Company of Boston

100 Liberty Way Dover, NH 03820 November 19, 2010

Date

## Liberty Life Assurance Company of Boston STATEMENT OF VARIABILITY

### November 19, 2010

SPDA-2010090-B1	Contract Information Page for Single Premium Deferred Annuity
SPDA-2010090-B5	Contract Information Page for Single Premium Deferred Annuity
SPDA-2010090-L1	Contract Information Page for Single Premium Deferred Annuity
SPDA-2010090-L5	Contract Information Page for Single Premium Deferred Annuity

Variable information is indicated through the use of brackets. Brackets will not appear on the owner's printed contract.

Bracketed Field Name on form	Description of Variability
1. Annuitant	This is the Annuitant's name and is unique by contract.
2. Contract Number	This is the contract number and is unique by contract.
3. Issue Age	This is the Annuitant's age at issue and is unique by annuitant. Range: 0-85
4. Contract Date	This is the contract issue date and is unique by contract.
5. Owner	This is the Owner's name and is unique by contract.
6. Annuity Date	This is the date that annuity payments are scheduled to begin and is unique by contract issued. This has to be more than 12 months from the issue date and is no later than the contract anniversary following the annuitant's 95th birthday.
7. Joint Owner	For an annuity with more than one owner, the joint owner would be identified here. This is unique by contract. If there is no joint owner, the joint owner field may not display.
8. Single Premium	This is the premium paid on the contract and is unique by contract. The current minimum is \$10,000. There is no maximum.
9. Tax Status	The possible entries for this field are: "Qualified" or "Non-qualified" or other descriptive term.
<ul><li>10. Guaranteed Annual Interest Rate for Initial Duration</li><li>Guaranteed Annual Interest Rate After Initial Duration</li></ul>	This is the rate applied before any riders or endorsements are included.  Range: 1% - 15%
11. The gross guaranteed annual interest rate for the first year,	This sentence provides additional information about the Guaranteed Annual Interest Rate for Initial Duration. The wording may be edited to better reflect the description of the First Year Interest Rate Bonus.
12. First Year Interest Rate Bonus	Range: 0.05% - 4%
13. Riders and Endorsements	This section identifies riders and endorsements included in the contract. If there are no riders or endorsements, this will be "None"
	Possible endorsement options: - Waiver of Return of Premium Guarantee Endorsement (filed in this filing) - Account Value Interest Rate Enhancement Endorsement
	(E-2010153 & E-2010153-CIP previously filed and approved Fall 2010)

Forms are submitted in final print and are subject to modifications in paper size, color, stock, binding, and ink, shading, borders, font type and size and changes that occur as a result of company adaptation to computer printing/typesetting.

Statement of Variability continued on next page

## Liberty Life Assurance Company of Boston STATEMENT OF VARIABILITY

# November 19, 2010 (continued)

Bracketed Field Name on form	Description of Variability
14. Waiver of Return of Premium Guarantee Endorsement	This waiver is available at issue. Should the applicant choose this endorsement, there would be additional interest included in the guaranteed annual gross interest rate for the first year. When this endorsement is not used, it will not appear on the form.
The guaranteed annual gross interest rate for the first year,	The sentence below the endorsement title briefly describes the feature of the endorsement. This language may be edited to better explain the endorsement. It will only appear on the form when the endorsement is to be used.
Waiver of Return of Premium Interest Rate Enhancement	Range: 0.05% - 1.5%
15. footer	
[of C3]	This will be the total number of pages included in the Contract Information page and may vary by contract.
[SPDA]	Administrative information for Company processing.
[barcode]	Reserved for possible barcode identification or other administrative information deemed appropriate by the Company.
16. Table of Withdrawal Charges	Bracketed items are fixed at issue and will not change after issue. Withdrawal Charges will only change for new issues.
	Any changes to the Withdrawal Charge pattern would be in accordance with the non-forfeiture law.
	Withdrawal charges will be:
	Between 0 and 9% in year 1 Between 0 and 8% in year 2 Between 0 and 8% in year 2 Between 0 and 7% in year 3 Between 0 and 6% in year 4 Between 0 and 5% in year 5 Between 0 and 1% in year 9 Between 0 and 5% in year 5
	The Withdrawal Charges will never increase from year to year.
	Withdrawal charges will vary by interest guarantee period and amount of additional credited interest applied to contract during the first contract year.
17. Minimum Account Value Following Withdrawal	Bracketed items are fixed at issue and will not change after issue. Any change to this amount will be done uniformly for all new annuities.
	The minimum account value following withdrawal range is \$500 to \$100,000.
18. Minimum Single Premium	Minimum amount \$10,000 or amount mutually agreed. Range is: \$500 to \$100,000
19. Misstatement of Age or Sex Adjustment Interest Rate	Range: 1.00% to 6.00%
20. Maximum Issue Age	85
21. Minimum Annual Interest Rate for Payment of Proceeds	Current value: 1.00% Range: 0.50% to 3.00%
22. Fixed Period Table	This is set at issue and is unique by contract.
23. Life Income Table	This is set at issue and is unique by contract.

## Liberty Life Assurance Company of Boston STATEMENT OF VARIABILITY

November 19, 2010

SPDA-2010090

Single Premium Deferred Annuity Contract

### E-2010091 Waiver of Return of Premium Guarantee Endorsement

Variable information is indicated through the use of brackets. Brackets will not appear on the owner's printed contract.

Bracketed Field Name on form	Description of Variability
Home Office address	The addresses, phone number for the service center, signatures and titles
Service Center address	are as stated and as applicable based on the form. In the event that these change in the future, a revised Statement of Variability would be filed.
Service Center phone	
Signatures and Titles	
footer Rev 00/00	This is an administrative area used to identify administrative information.

Forms are submitted in final print and are subject to modifications in paper size, color, stock, binding, and ink, shading, borders, font type and size and changes that occur as a result of company adaptation to computer printing/typesetting.